

3. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Form and any Liability Coverage Form attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of loss for which payment has been made by or for anyone who is legally responsible. However, this does not include any amounts paid or payable under medical payments or any workers' compensation, disability benefits or similar law.

#### E. CHANGES IN CONDITIONS

The conditions are changed for Missouri Uninsured Motorists Coverage as follows:

1. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a suit is brought.
3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the *insured* recovers from another party, the *insured* shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

##### Arbitration

- a. If we and an *insured* disagree whether the *insured* is legally entitled to recover damages from the owner or driver of an *uninsured motor vehicle* or do not agree as to the amount of damages that are recoverable by that *insured*, both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the ex-

penses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the *insured* lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

5. Two Or More Coverage Forms Or Policies Issued By Us does not apply.

#### F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "*Family member*" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "*Occupying*" means in, upon, getting in, on, out or off.
3. "*Uninsured motor vehicle*" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an *accident* provides at least the amounts required by the applicable law where a covered *auto* is principally garaged;
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an *insured*, a covered *auto* or a vehicle an *insured* is *occupying*, or
    - (2) Cause *bodily injury* to an *insured* without hitting an *insured*, a covered *auto* or a vehicle an *insured* is *occupying*. The facts of the *accident* must be proved. We may request supporting evidence beyond the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

However, *uninsured motor vehicle* does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law; or
- b. Designed for use mainly off public roads while not on public roads.

**EXCLUSION OF TERRORISM**

CA-2384F(1-06)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are shown in italics:
1. "*Terrorism*" means activities against persons, organizations or property of any nature:
    - a. That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b. When one or both of the following applies:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
  2. "*Any injury, damage, loss or expense*" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to *bodily injury, property damage, personal injury, personal and advertising injury, loss, loss of use, rental reimbursement after loss or covered pollution cost or expense*, as may be defined under this Coverage Form, Policy or any applicable endorsement.
  - B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage or Garagekeepers Coverage - Customers' Sound Receiving Equipment, the following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for any *injury, damage, loss or expense* caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. Any *injury, damage, loss or expense* is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of *terrorism*:**

1. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the *terrorism* was to release such material; or
3. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *terrorism* was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the *terrorism* and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of *terrorism* which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one

incident, for the purpose of determining whether the thresholds in Paragraphs B5 and B6 are exceeded.

With respect to this Exclusion, Paragraphs B5 and B6 describe the thresholds used to measure the magnitude of an incident of *terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of *terrorism*, there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage or Garagekeepers Coverage - Customers' Sound Receiving Equipment, the following exclusion is added:

#### EXCLUSION OF TERRORISM

We will not pay for any loss, loss of use or rental reimbursement after loss caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. **But this exclusion applies only when one or more of the following are attributed to an incident of *terrorism*:**

1. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the *terrorism* was to release such material; or
3. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *terrorism* was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the *terrorism* and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of *terrorism* which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph C5 is exceeded.

With respect to this Exclusion, Paragraph C5 describes the threshold used to measure the magnitude of an incident of *terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of *terrorism*, there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D. In the event of any incident of *terrorism* that is not subject to the Exclusion in Paragraphs B or C, coverage does not apply to any *injury, damage, loss or expense* that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

#### MISSOURI SPLIT UNDERINSURED MOTORISTS COVERAGE LIMITS

CA-3105F(3-94)

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri, this endorsement modifies insurance provided under the following:

#### MISSOURI UNDERINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 1 of Limit of Insurance is replaced by the following:

- a. Regardless of the number of covered *autos, insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* to any one person resulting from any one *accident*, including all damages

claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*, is the limit of *Bodily Injury* for each person shown in the Declarations applicable to each covered *auto*.

- b. Subject to the limit for each person, regardless of the number of covered *autos, insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* resulting from any one *accident*, including all damages claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*, is the limit of *Bodily Injury* for each *accident* shown in the Declarations applicable to each covered *auto*.

**ILLINOIS CHANGES**

CA-7161(6-03)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Illinois:

**1. CHANGES IN LIABILITY COVERAGE**

a. Paragraph 1b(3) of the Who Is an Insured provision in the Business Auto, Motor Carrier and Truckers Coverage Forms and paragraph 1a(2)(c) of the Who Is an Insured provision in the Garage Coverage Form do not apply.

b. Our Limit of Insurance applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- (1) \$20,000 for *bodily injury* to any one person caused by any one *accident*;
- (2) \$40,000 for *bodily injury* to two or more persons caused by any one *accident*; and
- (3) \$15,000 for *property damage* caused by any one *accident*.

This provision will not change our total Limit of Insurance.

**2. The Cancellation Common Policy Condition is replaced by the following:**

**CANCELLATION**

a. The First Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.

b. (1) We may cancel this policy by mailing to the First Named Insured, any loss payee known to us and the agent or broker, written notice stating the reason for cancellation.

(2) If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.

(3) If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:

- (a) Thirty days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.

(b) Sixty days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.

c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained through a material misrepresentation;
- (3) Any *insured* has violated any of the terms and conditions of the policy;
- (4) The risk originally accepted has measurably increased;
- (5) Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
- (6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

d. We will mail our notice to the First Named Insured, any loss payee known to us and the agent or broker, at the respective mailing addresses last known to us.

e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

f. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

**3. The following Condition is added and supersedes any provision to the contrary:**

**NONRENEWAL**

a. If we decide not to renew this policy, we will mail written notice stating the reason for nonrenewal no less than 60 days before the expiration date.

b. We will mail our notice to the following at the respective mailing addresses last known to us:

- (1) The First Named Insured;
- (2) The broker, if known to us, or the agent of record; and



(3) The last known loss payee named in the policy.

c. Even if we do not comply with these terms, this policy will terminate:

(1) On the expiration date if:

(a) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;

(b) We have indicated our willingness to renew this policy to you or your representative; or

(c) You have notified us or our agent that you do not want to renew this policy.

(2) On the effective date of any other insurance replacing this policy.

d. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 4. Changes In Physical Damage Coverage

The Limit Of Insurance provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

We may deduct for betterment if:

a. The deductions reflect a measurable decrease in market value attributable to the

poorer condition of, or prior damage to, the vehicle.

b. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

#### 5. Changes In General Conditions

The Other Insurance Condition in the Business Auto Coverage Form, and the Other Insurance-Primary and Excess Insurance Provisions in the Truckers and Motor Carriers Coverage Forms, is changed by the addition of the following:

Liability Coverage provided by this Coverage Form for any *auto* you do not own is primary if:

a. The *auto* is owned or held for sale or lease by a new or used vehicle dealership;

b. The *auto* is operated by an *insured* with the permission of the dealership described in Paragraph a. while your *auto* is being repaired or evaluated; and

c. The Limit of Insurance for Liability Coverage under this policy is at least:

(1) \$100,000 for *bodily injury* to any one person caused by any one *accident*;

(2) \$300,000 for *bodily injury* to two or more persons caused by any one *accident*; and

(3) \$50,000 for *property damage* caused by any one *accident*.

#### REPAIRS BY THE NAMED INSURED

CA-7018(12-93)

This endorsement modifies insurance provided under the following:

##### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement applies to the coverage(s) shown in the Schedule.

When, with our permission, you make repairs to a covered *auto*, we will pay the higher of the following amounts:

1. Seventy-five percent of your usual charge for the labor and materials necessary to make the repairs; or

2. Your actual cost in making the repairs.

This endorsement does not apply to:

1. The total *loss* of any *auto*;

2. Any glass *loss* to a covered *auto*;

and does not increase our Limit of Insurance as shown in the Declarations.

#### SCHEDULE

##### Coverages

GARAGEKEEPERS' COVERAGE

**WAR EXCLUSION - GARAGE COVERAGE FORM**

CA-0040R(2-03)

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Changes In Liability Coverage**

1. The **War** exclusion under Paragraph **B. Exclusions** of **Section II - Liability Coverage** is replaced by the following:

**WAR**

*Bodily injury, property damage or covered pollution cost or expense arising directly or indirectly, out of:*

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**B. Changes In Garagekeepers Coverage**

If Garagekeepers Coverage in the Garage Coverage Form is selected or the Garagekeepers Coverage - Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added:

We will not pay for loss caused by or resulting from the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

**a. War**

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**C. Changes In Medical Payments**

If the Auto Medical Payments Coverage endorsement or Garage Locations And Oper-

ations Medical Payments Coverage endorsement is attached, then the exclusion which refers to declared or undeclared war or insurrection is replaced by the following:

This insurance does not apply to:

*Bodily injury, arising directly or indirectly, out of:*

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- D. If the Personal Injury Liability Coverage - Garages endorsement or Personal Injury Liability Coverage - Garages - Split Limits of Insurance endorsement is attached, the following exclusions are added to Paragraph **2. Exclusions**:

This insurance does not apply to:

1. *Personal injury, arising directly or indirectly, out of:*

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

- E. If the Broadened Coverage - Garages endorsement or Broadened Coverages - Garages - Split Limits of Insurance endorsement is attached, the following exclusion is added to Paragraph **2. Exclusions** of **Section I - Personal And Advertising Injury Liability Coverage**:

1. This insurance does not apply to:

- a. *Personal and advertising injury arising, directly or indirectly, out of:*
  - (1) War, including undeclared or civil war; or
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign

or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### F. Changes In Uninsured/Underinsured Motorists Coverage

If Uninsured and/or Underinsured Motorists Coverage is attached, then the following exclusions are added:

This insurance does not apply to:

##### WAR

1. *Bodily injury or property damage*, if applicable, arising directly or indirectly, out of:
  - a. War, including undeclared or civil war; or
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### G. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault, or other similar coverage is attached, and:
  - a. Contains, in whole or in part, a War exclusion, that exclusion is replaced by Paragraph 2.
  - b. Does not contain a war exclusion, Paragraph 2. is added.
2. This insurance does not apply to:

##### War

*Bodily injury or property damage*, if applicable, arising directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### GARAGE LOCATIONS AND OPERATIONS MEDICAL PAYMENTS COVERAGE

CA-2505F(7-97)

This endorsement modifies insurance provided under the following:

##### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### 1. COVERAGE

We will pay reasonable medical and funeral expenses to or for each person who sustains *bodily injury* to which this coverage applies, caused by an *accident* and resulting from:

- a. The maintenance or use of the locations stated in the Declarations and that portion of the roads or other accesses that adjoin these locations for garage business.
- b. All operations necessary or incidental to a garage business.

We will pay only those expenses incurred, for services rendered within one year from the date of the *accident*.

#### 2. EXCLUSIONS

This insurance does not apply to:

- a. *Bodily injury* resulting from the maintenance or use of any *auto*.
- b. *Bodily injury* to a person, whether or not an *employee* of any *insured*, if benefits for the *bodily injury* are payable or must be provided under a workers' compensation law, disability benefits law or a similar law.
- c. *Bodily injury* caused by declared or undeclared war or insurrection or any of their consequences.
- d. *Bodily injury* to any *insured*.

#### 3. LIMIT OF INSURANCE

Regardless of the number of persons who sustain *bodily injury* or claims made, the most we will pay for *bodily injury* for each person injured in any one *accident* is the Limit of Medical Payments Coverage shown in the Declarations.

#### 4. CHANGES IN CONDITIONS

The Transfer of Rights of Recovery Against Others to Us Garage Condition does not apply.

**MISSOURI CHANGES - CANCELLATION AND NONRENEWAL**

CA-0219F(3-03)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. If you are an individual, partnership or limited liability company and a covered *auto* you own is of the *private passenger type*, and this policy covers fewer than five *autos* and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the Cancellation Common Policy Condition does not apply to that *auto*. The following Condition applies instead:

**ENDING THIS POLICY****1. Cancellation**

- a. You may cancel the policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b. If this policy has been in effect for 60 days or less and is not a renewal or continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days notice.
- c. When this policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days notice.
  - (2) If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 60 days notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a covered *auto* during a period of suspension or revocation.
  - (3) If you are an individual, we replace this policy with another one providing similar coverages and the same limits for the covered *auto*. The re-

placement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

- d. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you cancel, the refund may be less than pro rata. If we cancel, the refund will be pro rata.
- e. The effective date of cancellation stated in the notice shall become the end of the policy period.
- f. Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.

**2. Nonrenewal**

- a. If we decide not to renew or continue this policy, we will mail you notice at least 60 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this policy will end on the effective date of any similar coverages provided by the other insurance.
- c. Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.

**3. Mailing Of Notices**

Any notice of cancellation or nonrenewal will be mailed by United States post office certificate of mailing to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.

**B. For *autos* not described in Paragraph A. above:**

1. Paragraph 2 of the Cancellation Common Policy Condition is replaced by the following:

We may cancel this policy by mailing or



delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
  - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
  - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
  - (3) We become insolvent; or,

(4) We involuntarily lose reinsurance for this policy.

- c. 60 days before the effective date of cancellation if we cancel for any other reason.

- 2 The following is added and supersedes any provision to the contrary:

#### **NONRENEWAL**

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **MISSOURI CHANGES - AUTO REPAIR SHOPS AND SERVICE STATIONS - POLLUTION EXCLUSION**

CA-0169R(10-01)

For *garage operations* conducted in Missouri, this endorsement modifies insurance provided under the following:

BROADENED COVERAGE - GARAGES

BROADENED COVERAGE - GARAGES - SPLIT LIMITS OF INSURANCE

GARAGE COVERAGE FORM

PERSONAL INJURY LIABILITY COVERAGE - GARAGES

PERSONAL INJURY LIABILITY COVERAGE - GARAGES - SPLIT LIMITS OF INSURANCE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- A. The following is added to the Pollution Exclusion Applicable To *Garage Operations* - Other Than Covered Autos in Section II - Liability Coverage or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

- B. The following is added to the Pollution Exclusion Applicable To *Garage Operations* - Covered Autos in Section II - Liability Coverage:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your

business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

- C. If the Broadened Coverage - Garages or Broadened Coverage - Garages - Split Limits of Insurance endorsement is attached, then Exclusion 2b in the Broadened Coverage - Garages or Broadened Coverage - Garages - Split Limits of Insurance endorsement is revised by the addition of the following:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

- D. If the Personal Injury Liability Coverage - Garages or Personal Injury Liability Coverage - Garages - Split Limits of Insurance endorsement is attached, then Exclusion 2a(8) in the Personal Injury Liability Coverage - Garages or Personal Injury Liability Coverage - Garages - Split Limits of Insurance endorsement is revised by the addition of the following:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

## MISSOURI CHANGES

CA-0165F(10-06)

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage Extensions is amended as follows:

The following is added to Supplementary Payments:

- (7) Prejudgment interest awarded against the *insured* on the part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

B. Paragraph A1b of Who Is An Insured in Section II - Liability Coverage in the Business Auto Coverage Form, Motor Carrier Coverage Form and Truckers Coverage Form is changed by adding the following:

- (6) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an *auto*.

Paragraph a(2) of Who Is An Insured in Section II - Liability Coverage in the Garage Coverage Form is changed by adding the following:

- (f) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an *auto*.

C. Liability Coverage for a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri is changed as follows:

1. If your business is other than selling, repairing or servicing *autos*:
  - a. The Care, Custody Or Control Exclusion does not apply to *property damage* to or covered *pollution cost or expense* involving an *auto* loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing *autos* as a temporary substitute for an *auto* you own.

- b. The following is added to the Other Insurance Condition in the Business Auto and Garage Coverage Forms and the Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms:

Liability Coverage is primary for any temporary substitute for an *auto* you own if the substitute *auto* is operated by an *insured* and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing *autos*.

2. If your business is selling, repairing or servicing *autos*, the following is added to the Other Insurance Condition in the Business Auto and Garage Coverage Forms and the Other Insurance - Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms:

Liability Coverage is excess for any *auto* you own if operated by a customer to whom you have loaned the *auto*, with or without consideration, as a temporary substitute for an *auto* owned by the customer.

D. The Appraisal For Physical Damage Loss, Loss Condition is replaced by the following:

If you and we disagree on the amount of *loss*, both parties may agree to an appraisal of the *loss* and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of *loss*. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

E. The following is added to the Concealment, Misrepresentation and Fraud Condition:

With respect to Liability Coverage, this Condition only applies in excess of the minimum limits of liability required by the Missouri Financial Responsibility Laws.

F. Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty

Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- a. Claims covered by the Association do not include a claim by or against an *insured* of an insolvent insurer, if the *insured* has a net worth of more than \$25 million on the later of the end of the *insured's* most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an *insured's* net worth on such date

shall be deemed to include the aggregate net worth of the *insured* and all of its affiliates as calculated on a consolidated basis.

- b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or
- (2) Return to an *insured* any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

#### FEDERAL ODOMETER STATUTE ENDORSEMENT

CA-7095(7-97)

This endorsement modifies insurance provided under the following:

##### GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that:

1. Coverage as is afforded under the Garage Coverage Form for Liability Coverage applies to damages solely due to Title IV (Odometer Requirements) of the Motor Vehicle Information and Cost Savings Act (Public Law 92-513; 86 Stat. 961) because of error or omission committed by the *insured* in failing to comply with said Act. Our obligation hereunder shall be limited to the Limit of Insurance shown in the Schedule for the aggregate total of all payments

for damages arising from acts of error or omission committed during the policy period.

2. We shall have the right to defend any *suit* against the *insured* seeking damages on account of such error or omission, even if any of the allegations of the *suit* are groundless, false or fraudulent, and may make such investigation and settlement of any claim or *suit* as we deem expedient.

3. Insurance afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by the *insured*, any partners, officers, *employees* or agents of the *insured* or other party in interest acting alone or in collusion with others.

#### SCHEDULE

##### Limit of Insurance

\$300,000

#### ASBESTOS EXCLUSION

IL-7012(11-05)

This endorsement modifies insurance provided under the following:

##### BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSE COVERAGE FORM

##### BUSINESS AUTO COVERAGE FORM

##### GARAGE COVERAGE FORM

##### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added:

##### Asbestos

This insurance does not apply to any *bodily injury* or *property damage* arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

## NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM

IL-0021F(11-85)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE FORM  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
 POLLUTION LIABILITY COVERAGE FORM  
 PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

1. The insurance does not apply:

a. Under any Liability Coverage to *bodily injury* or *property damage*:

(1) With respect to which an *insured* under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the *hazardous properties* of *nuclear material* and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments coverage, to expenses incurred with respect to *bodily injury* resulting from the *hazardous properties* of *nuclear material* and arising out of the operation of a *nuclear facility* by any person or organization.

c. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from the *hazardous properties* of *nuclear material*, if:

(1) The *nuclear material*:

(a) Is at any *nuclear facility* owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom.

(2) The *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The *bodily injury* or *property damage* arises out of the furnishing by an insured of services, materials, parts or equipment in connection with

the planning, construction, maintenance, operation or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such *nuclear facility* and any property thereat.

2. As used in this endorsement:

a. "*Hazardous properties*" include radioactive, toxic or explosive properties.

b. "*Nuclear material*" means *source material*, *special nuclear material* or *byproduct material*.

c. "*Source material*," "*special nuclear material*" and "*byproduct material*" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

d. "*Spent fuel*" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor*.

e. "*Waste*" means any waste material:

(1) Containing *byproducts material* other than the tailings or *wastes* produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its *source material* content; and

(2) Resulting from the operation by any person or organization of any *nuclear facility* included under the first two paragraphs of the definition of *nuclear facility*.

f. "*Nuclear facility*" means:

(1) Any *nuclear reactor*;

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing *spent fuel*; or

(c) Handling, processing or packaging waste.

(3) Any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

g. "*Nuclear reactor*" means any apparatus designed or used to sustain nuclear fission in a self-supporting



chain reaction or to contain a critical mass of fissionable material.

h. "Property damage" includes all forms of radioactive contamination of property.

## AUTO MEDICAL PAYMENTS COVERAGE

CA-9903F(7-97)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### 1. COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an *insured* who sustains *bodily injury* caused by an *accident*. We will pay only those expenses incurred within three years from the date of the *accident*.

### 2. WHO IS AN INSURED

- a. You while *occupying* or, while a pedestrian, when struck by any *auto*.
- b. If you are an individual, any *family member* while *occupying* any *auto* or, while a pedestrian, when struck by any *auto*.
- c. Anyone else *occupying* a covered *auto* or a temporary substitute for a covered *auto*. The covered *auto* must be out of service because of its breakdown, repair, servicing, loss or destruction.

### 3. EXCLUSIONS

This insurance does not apply to any of the following:

- a. *Bodily injury* sustained by an *insured* while *occupying* a vehicle located for use as a premises.
- b. *Bodily injury* sustained by you or any *family member* while *occupying* or struck by any vehicle (other than a covered *auto*) owned by you or furnished or available for your regular use.
- c. *Bodily injury* sustained by any *family member* while *occupying* or struck by any vehicle (other than a covered *auto*) owned by or furnished or available for the regular use of any *family member*.
- d. *Bodily injury* to your *employee* arising out of and in the course of employment by you. However we will cover *bodily injury* to your domestic *employees* if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic *employee* is a person engaged in household or domestic work performed principally in connection with a residence premises.

e. *Bodily injury* to an *insured* while working in a business of selling, servicing, repairing or parking *autos* unless that business is yours.

f. *Bodily injury* caused by declared or undeclared war or insurrection or any of their consequences.

g. *Bodily injury* to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

h. *Bodily injury* sustained by an *insured* while *occupying* any covered *auto* while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any *bodily injury* sustained by an *insured* while the *auto* is being prepared for such a contest or activity.

### 4. LIMIT OF INSURANCE

Regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* for each *insured* injured in any one *accident* is the Limit of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of *loss* under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### 5. CHANGES IN CONDITIONS

The Conditions are changed for Auto Medical Payments Coverage as follows:

- a. The Transfer of Rights of Recovery Against Others to Us Condition does not apply.
- b. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary and Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

### 6. ADDITIONAL DEFINITIONS

As used in this endorsement:

- a. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- b. "Occupying" means in, upon, getting in, on, out or off.

## MISSOURI SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

CA-2156F(4-01)

For a covered *auto* licensed or principally garaged in, or *garage operations* conducted in, Missouri, this endorsement modifies insurance provided under the following:

## MISSOURI UNINSURED MOTORISTS COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraphs 1 and 2 of Limit Of Insurance are replaced by the following:

- a. Regardless of the number of *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* to any one person resulting from any one *accident*, including all damages claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*, is the limit of *Bodily Injury* for each person shown in the Declarations applicable to each covered *auto*.
  - (1) If there is more than one covered *auto*, and *bodily injury* is sustained by an individual Named Insured or any *family member*, our Limit of Insurance for any one *accident* is the sum of the limits of *Bodily Injury* for each person shown in the Declarations applicable to each covered *auto*. Subject to the maximum limit of *Bodily Injury* for each person:
    - (a) The most we will pay for *bodily injury* sustained in such *accident* by an *insured* other than an individual Named Insured or any *family member* is that *insured's* pro rata share of the *Bodily Injury* for each person limit shown in the Declarations for this coverage, at the time of the *accident*.
    - (b) An individual Named Insured or any *family member* who sustains *bodily injury* in such *accident* will also be entitled to a pro rata share of the limit described in Paragraph a(1)(a) above.
    - (c) A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all *insureds*.
  - (2) If the *bodily injury* is sustained by any *insured* other than an individual Named Insured or any *family member*, in an *accident* in which neither such Named Insured nor any *family member* sustained *bodily injury*, the limit of *Bodily Injury* for each person

shown in the Declarations for this coverage, at the time of the *accident*, is also our maximum limit for *bodily injury* resulting from any such *accident* regardless of the number of covered *autos*.

- b. Subject to the limit for each person, regardless of the number of *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for *bodily injury* resulting from any one *accident*, including all damages claimed by any person or organization for care, loss of services or death resulting from the *bodily injury*, is the limit of *Bodily Injury* for each *accident* shown in the Declarations applicable to each covered *auto*.
  - (1) If there is more than one covered *auto*, and *bodily injury* is sustained by an individual Named Insured or any *family member*, our Limit of Insurance for any one *accident* is the sum of the limits of *Bodily Injury* for each *accident* shown in the Declarations applicable to each covered *auto*. Subject to the maximum limit of *Bodily Injury* for each *accident*:
    - (a) The most we will pay for *bodily injury* sustained in such *accident* by an *insured* other than an individual Named Insured or any *family member* is that *insured's* pro rata share of the *Bodily Injury* for each *accident* limit shown in the Declarations for this coverage, at the time of the *accident*.
    - (b) An individual Named Insured or any *family member* who sustains *bodily injury* in such *accident* will also be entitled to a pro rata share of the limit described in Paragraph b(1)(a) above.
    - (c) A person's pro rata share is the proportion that that person's damages bears to the total damages sustained by all *insureds*.
  - (2) If the *bodily injury* is sustained by any *insured* other than an individual Named Insured or any *family member*, in an *accident* in which neither such Named Insured nor any *family member* sustained *bodily injury*, the limit of *Bodily Injury* for each *accident* shown in the Declarations for this coverage, at the time of the *accident*, is also our maximum limit for *bodily injury* resulting from any such *accident* regardless of the number of covered *autos*.

**COMMON POLICY CONDITIONS**

IL-0017F(11-98)

All Coverage Parts included in this policy are subject to the following conditions.

**A. CANCELLATION**

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the First Named Insured written notice of cancellation at least:

a. Ten days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. Thirty days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**C. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**D. INSPECTIONS AND SURVEYS**

1. We have the right to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1 and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2 of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. PREMIUMS**

The First Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

**F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**COVERAGE FOR WORK YOU PERFORMED**

**CA-7180(4-94)**

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Liability Coverage is changed as follows:

The Work You Performed Exclusion does not apply. However, subject to the Each *Accident* Limit of Insurance - *Garage Operations* - Other Than Covered *Autos*, the coverage only applies to that amount of *property damage to work you performed* that exceeds \$250 for any one *accident*.





**COMMERCIAL AUTO-  
GARAGE CHANGES**

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Change Effective Date: 05-17-07

**PREMIUM SUMMARY**

No Additional or Return Premium  
Direct Billed

**CHANGES:**

CORRECTED ADDITIONAL NAMED INSURED TO NACIONAL NAME HOLDING LLC


**COMMERCIAL AUTO  
COVERAGE PART**
**Garage Amended Declarations**
**Item One**

First Named Insured and Address:

 MILLENNIUM FINANCIAL HOLDINGS  
 LLC  
 PO BOX 730  
 BRIDGETON MO 63044

Agency Name and Number:

 THE DELP COMPANY  
 6700-AE

Policy Number: L40293

Policy Period: Effective Date: 05-17-07

Expiration Date: 05-17-08

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

**Item Two**
**SCHEDULE OF COVERAGES AND COVERED AUTOS**

 Each of these coverages applies only to those *autos* shown as covered *autos* by the entry of one or more of the symbols from the Covered Autos

 section of the Garage Coverage Form next to the name of the coverage. Entry of symbols next to Liability provides coverage for *Garage Operations*.

| Coverages                               | Covered Auto Symbols | Limit of Insurance       |   | Premium             |
|---|----------------------|--------------------------|---|---------------------|
|   |                      | Covered Autos            | Other Than Covered Autos                        |                     |
| Liability                               | 21                   | \$ 500,000 each accident | \$ 500,000 each accident<br>1,500,000 aggregate | \$ 14,240.00        |
| <b>Limit of Insurance</b>               |                      |                          |   |                     |
| Medical Payments                        | 22                   | \$ 5,000 each person     |   | 873.00              |
| Uninsured Motorists                     | 22                   | 500,000 each person      | 500,000 each accident                           | 538.00              |
| Underinsured Motorists                  | 22                   | 500,000 each person      | 500,000 each accident                           | 1,066.00            |
| Garagekeepers' Specified Causes of Loss | 30                   | See Item Five.           |   | 495.00              |
| Collision                               | 30                   | See Item Five.           |   | 518.00              |
| <b>Estimated Schedule Premium</b>       |                      |                          |   | <b>\$ 17,730.00</b> |

Cost of hire means the total amount you incur for the hire of *autos* you do not own (not including *autos* you borrow or rent for your partners or *employees* or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Page 2

Policy Number: L40293

Effective Date: 05-17-07

**PREMIUM SUMMARY**

|  |                     |
|--|---------------------|
| Estimated Schedule Premium .....       | \$ 17,730.00        |
| Estimated Endorsement Premium .....    | 1,953.00            |
| <b>Estimated Advance Premium .....</b> | <b>\$ 19,683.00</b> |

**COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO GARAGE COVERAGE**

| Form Number                                | Form Title  | Premium  |
|--|---|----------|
| CA-0005F (09-02)                           | Garage Coverage Form .....  | \$       |
| IL-7012 (11-05)                            | Asbestos Exclusion .....  |          |
| IL-0017F (11-98)                           | Common Policy Conditions .....  |          |
| IL-0021F (11-85)                           | Nuclear Energy Liability Exclusion - Broad Form .....                                 |          |
| CA-7096 (12-93)                            | Truth In Lending .....  | 100.00   |
| CA-7095 (07-97)                            | Federal Odometer Statute Endorsement .....  | 100.00   |
| CA-7112 (03-00)                            | Title Paper Preparation - Errors and Omissions .....                                  | 125.00   |
| CA-2514F (10-03)                           | Broadened Coverage - Garages .....  | 1,424.00 |
| CA-7180 (04-94)                            | Coverage For Work You Performed .....   | 204.00   |
| CA-9903F (07-97)                           | Auto Medical Payments Coverage .....  |          |
| CA-2505F (07-97)                           | Garage Locations and Operations Medical Payments Coverage .....                       |          |
| CA-0040R (02-03)                           | War Exclusion - Garage Coverage Form .....  |          |
| CA-0165F (10-06)                           | Missouri Changes .....  |          |
| CA-0169R (10-01)                           | Missouri Changes - Auto Repair Shops and Service Stations - Pollution Exclusion ..... |          |
| CA-0219F (03-03)                           | Missouri Changes - Cancellation and Nonrenewal .....                                  |          |
| CA-2104F (04-01)                           | Missouri Uninsured Motorists Coverage .....   |          |
| CA-2156F (04-01)                           | Missouri Split Uninsured Motorists Coverage Limits .....                              |          |
| CA-3104F (04-01)                           | Missouri Underinsured Motorists Coverage .....  |          |
| CA-3105F (03-94)                           | Missouri Split Underinsured Motorists Coverage Limits .....                           |          |
| CA-2384F (01-06)                           | Exclusion of Terrorism .....  |          |
| CA-7018 (12-93)                            | Repairs By The Named Insured .....  |          |
| CA-7161 (06-03)                            | Illinois Changes .....  |          |
| CA-7224 (06-03)                            | Illinois Garage Liability Coverage Changes .....                                      |          |
| CA-7162 (03-04)                            | Illinois Uninsured and Underinsured Motorists Coverages .....                         |          |
| <b>Estimated Endorsement Premium .....</b> | <b>\$ 1,953.00</b>  |          |

**THE NAMED INSURED'S BUSINESS IS:**

AUTO DEALERSHIP

Page 3

Policy Number: L40293  
Effective Date: 05-17-07

**AUDIT PERIOD**

Annual

## Item Three

**LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS**

| Location Number | Address                                  |
|-----------------|--|
| 001             | 12750 SAINT CHARLES ROCK<br>BRIDGETON MO |
| 002             | 3550 HOMER ADAMS PKWY<br>ALTON IL        |

**GARAGE COVERAGE FORM - AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

## Item Four

**LIABILITY AND MEDICAL PAYMENTS COVERAGE - PREMIUMS***Garage Operations:*

| Location Number  | Payroll Class | Estimated Payroll | Rates Per \$100 of Payroll |          | Liability BI Premium | Liability PD Premium | Medical Payments Premium |
|--|---------------|-------------------|----------------------------|----------|----------------------|----------------------|--------------------------|
|  |               |                   | BI                         | PD       |                      |                      |                          |
| 001  | A             | 91,000            | 7.15                       | Included | 6,507.00             | Included             |                          |
|  | B             | 6,000             | 46.56                      | Included | 2,794.00             | Included             |                          |
|  | C             | 33,800            | 7.15                       | Included | 2,417.00             | Included             |                          |
| Estimated Location Premium .....                               |               |                   |                            |          | 11,718.00            | Included             | 719.00                   |
| Minimum Premium .....  |               |                   |                            |          | 1,862.00             | Included             | 113.00                   |
| 002  | A             | 41,600            | 5.39                       | Included | 2,242.00             | Included             |                          |
|  | B             | If any            | 35.02                      | Included |                      | Included             |                          |
|  | C             | 5,200             | 5.39                       | Included | 280.00               | Included             |                          |
| Estimated Location Premium .....                               |               |                   |                            |          | 2,522.00             | Included             | 154.00                   |
| Minimum Premium .....  |               |                   |                            |          | 1,401.00             | Included             | 85.00                    |
| <b>Estimated Garage Operations Premiums .....</b>              |               |                   |                            |          | <b>14,240.00</b>     | <b>Included</b>      | <b>873.00</b>            |
| <b>Estimated Liability and Medical Payments Premiums .....</b> |               |                   |                            |          | <b>14,240.00</b>     | <b>Included</b>      | <b>873.00</b>            |

Class A includes all clerical office *employees*. Class B includes proprietors, partners, owners and officers active in the business and all other *employees* whose duties involve driving automobiles or who are furnished with an automobile. Class C includes all other *employees*. The payroll is determined by including all class B personnel at the fixed amount of \$2,000 annually and all class A and C personnel at their actual wage, including commissions, bonuses and overtime wages, but subject to an average weekly

maximum of \$100 per *employee*.

Part-time *employees* working an average of 20 hours or more a week for the number of weeks worked are subject to an average weekly maximum of \$100 per *employee*.

Part-time *employees* working an average of less than 20 hours a week for the number of weeks worked are subject to an average weekly maximum of \$50 per *employee*.



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Policy Number: L40293  
Effective Date: 05-17-07

## Item Five

**GARAGEKEEPERS' COVERAGE - COVERAGES AND PREMIUMS**

| Location Number                        | Coverage                 | Limit of Insurance<br>(For Each Location)  | Premium     |
|--|--------------------------|--|-------------|
| 001                                    | Specified Causes of Loss | \$150,000 minus \$1,000 deductible for each customer's <i>auto</i> for loss caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such loss in any one event. | \$ 495.00   |
| 001                                    | Collision                | \$150,000 minus \$1,000 deductible for each customer's <i>auto</i> .   | 518.00      |
| 002                                    | Specified Causes of Loss | \$150,000 minus \$1,000 deductible for each customer's <i>auto</i> for loss caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such loss in any one event. | Included    |
| 002                                    | Collision                | \$150,000 minus \$1,000 deductible for each customer's <i>auto</i> .   | Included    |
| Estimated Garagekeepers' Premium ..... |                          |  | \$ 1,013.00 |

## Item Six

**LIABILITY COVERAGE FOR YOUR CUSTOMERS**

In accordance with paragraph a(2)(d) of Who is an Insured under Section II - Liability Coverage, liability coverage for your customers is limited in the following locations: 001, 002.

**ADDITIONAL NAMED INSURED**

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC  
CAR CREDIT CITY LLC  
CAR SERVICE CITY LLC  
NACIONAL NAME HOLDING LLC  
GENERAL CREDIT ACCEPTANCE COMPANY LLC  
HAP PROPERTIES LLC  
CAR CREDIT ACCEPTANCE COMPANY LLC  
SCRR PROPERTY LLC

**FIRST NAMED INSURED IS:**

LIMITED LIABILITY COMPANY



**COMMERCIAL AUTO-  
GARAGE CHANGES**

**First Named Insured and Address:**

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

**Agency Name and Number:**

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Change Effective Date: 12-18-07

**PREMIUM SUMMARY**

|  |    |       |
|--|----|-------|
| Additional Premium Applied to Your Balance ..... | \$ | 59.00 |
| Direct Billed                                    |    |       |

**CHANGES:**

ADDED FS PROPERTIES LLC AS ADDITIONAL NAMED INSURED  
ADDED LOCATION AT 1721 W 5TH ST EUREKA MO



# COMMERCIAL AUTO COVERAGE PART

## Garage Amended Declarations

### Item One

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 12-18-07

Expiration Date: 05-17-08

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

### Item Two

## SCHEDULE OF COVERAGES AND COVERED AUTOS

Each of these coverages applies only to those autos shown as covered autos by the entry of one or more of the symbols from the Covered Autos

section of the Garage Coverage Form next to the name of the coverage. Entry of symbols next to Liability provides coverage for *Garage Operations*.

| Coverages                               | Covered Auto Symbols | Limit of Insurance       |   | Premium             |
|---|----------------------|--------------------------|---|---------------------|
|   |                      | Covered Autos            | Garage Operations<br>Other Than Covered Autos   |                     |
| Liability                               | 21                   | \$ 500,000 each accident | \$ 500,000 each accident<br>1,500,000 aggregate | \$ 14,240.00        |
| <b>Limit of Insurance</b>               |                      |                          |   |                     |
| Medical Payments                        | 22                   | \$ 5,000 each person     |   | 873.00              |
| Uninsured Motorists                     | 22                   | 500,000 each person      | 500,000 each accident                           | 538.00              |
| Underinsured Motorists                  | 22                   | 500,000 each person      | 500,000 each accident                           | 1,066.00            |
| Garagekeepers' Specified Causes of Loss | 30                   | See Item Five.           |   | 565.00              |
| Collision                               | 30                   | See Item Five.           |   | 591.00              |
| <b>Estimated Schedule Premium</b>       |                      |                          |   | <b>\$ 17,873.00</b> |

Cost of hire means the total amount you incur for the hire of *autos* you do not own (not including *autos* you borrow or rent for your partners or *employees* or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Page 2

Policy Number: L40293  
Effective Date: 12-18-07

**PREMIUM SUMMARY**

|  |                     |
|--|---------------------|
| Estimated Schedule Premium .....       | \$ 17,873.00        |
| Estimated Endorsement Premium .....    | 1,953.00            |
| <b>Estimated Advance Premium .....</b> | <b>\$ 19,826.00</b> |

**COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO GARAGE COVERAGE**

| Form Number                                | Form Title  | Premium         |
|--|---|-----------------|
| CA-0005F (09-02)                           | Garage Coverage Form .....  | \$              |
| IL-7012 (11-05)                            | Asbestos Exclusion .....  |                 |
| IL-0017F (11-98)                           | Common Policy Conditions .....  |                 |
| IL-0021F (11-85)                           | Nuclear Energy Liability Exclusion - Broad Form .....                                 |                 |
| CA-7096 (12-93)                            | Truth In Lending .....  | 100.00          |
| CA-7095 (07-97)                            | Federal Odometer Statute Endorsement .....  | 100.00          |
| CA-7112 (03-00)                            | Title Paper Preparation - Errors and Omissions .....                                  | 125.00          |
| CA-2514F (10-03)                           | Broadened Coverage - Garages .....  | 1,424.00        |
| CA-7180 (04-94)                            | Coverage For Work You Performed .....   | 204.00          |
| CA-9903F (07-97)                           | Auto Medical Payments Coverage .....  |                 |
| CA-2505F (07-97)                           | Garage Locations and Operations Medical Payments Coverage .....                       |                 |
| CA-0040R (02-03)                           | War Exclusion - Garage Coverage Form .....  |                 |
| CA-0165F (10-06)                           | Missouri Changes .....  |                 |
| CA-0169R (10-01)                           | Missouri Changes - Auto Repair Shops and Service Stations - Pollution Exclusion ..... |                 |
| CA-0219F (03-03)                           | Missouri Changes - Cancellation and Nonrenewal .....                                  |                 |
| CA-2104F (04-01)                           | Missouri Uninsured Motorists Coverage .....   |                 |
| CA-2156F (04-01)                           | Missouri Split Uninsured Motorists Coverage Limits .....                              |                 |
| CA-3104F (04-01)                           | Missouri Underinsured Motorists Coverage .....  |                 |
| CA-3105F (03-94)                           | Missouri Split Underinsured Motorists Coverage Limits .....                           |                 |
| CA-2384F (01-06)                           | Exclusion of Terrorism .....  |                 |
| CA-7018 (12-93)                            | Repairs By The Named Insured .....  |                 |
| CA-7161 (06-03)                            | Illinois Changes .....  |                 |
| CA-7224 (06-03)                            | Illinois Garage Liability Coverage Changes .....                                      |                 |
| CA-7162 (03-04)                            | Illinois Uninsured and Underinsured Motorists Coverages .....                         |                 |
| <b>Estimated Endorsement Premium .....</b> | <b>\$</b>   | <b>1,953.00</b> |

**THE NAMED INSURED'S BUSINESS IS:**

AUTO DEALERSHIP



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Policy Number: L40293  
Effective Date: 12-18-07

**AUDIT PERIOD**

Annual

## Item Three

**LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS**

| Location Number | Address                                  |
|-----------------|--|
| 001             | 12750 SAINT CHARLES ROCK<br>BRIDGETON MO |
| 002             | 3550 HOMER ADAMS PKWY<br>ALTON IL        |
| 003             | 1721 W 5TH ST<br>EUREKA MO               |

**GARAGE COVERAGE FORM - AUTO DEALERS' SUPPLEMENTARY SCHEDULE**

## Item Four

**LIABILITY AND MEDICAL PAYMENTS COVERAGE - PREMIUMS***Garage Operations:*

| Location Number  | Payroll Class | Estimated Payroll | Rates Per \$100 of Payroll |          | Liability BI Premium | Liability PD Premium | Medical Payments Premium |
|--|---------------|-------------------|----------------------------|----------|----------------------|----------------------|--------------------------|
| 001  | A             | 91,000            | 7.15                       | Included | 6,507.00             | Included             |                          |
|  | B             | 6,000             | 46.56                      | Included | 2,794.00             | Included             |                          |
|  | C             | 33,800            | 7.15                       | Included | 2,417.00             | Included             |                          |
| Estimated Location Premium .....                               |               |                   |                            |          | 11,718.00            | Included             | 719.00                   |
| Minimum Premium .....  |               |                   |                            |          | 1,862.00             | Included             | 113.00                   |
| 002  | A             | 41,600            | 5.39                       | Included | 2,242.00             | Included             |                          |
|  | B             | If any            | 35.02                      | Included |                      | Included             |                          |
|  | C             | 5,200             | 5.39                       | Included | 280.00               | Included             |                          |
| Estimated Location Premium .....                               |               |                   |                            |          | 2,522.00             | Included             | 154.00                   |
| Minimum Premium .....  |               |                   |                            |          | 1,401.00             | Included             | 85.00                    |
| <b>Estimated Garage Operations Premiums .....</b>              |               |                   |                            |          | <b>14,240.00</b>     | <b>Included</b>      | <b>873.00</b>            |
| <b>Estimated Liability and Medical Payments Premiums .....</b> |               |                   |                            |          | <b>14,240.00</b>     | <b>Included</b>      | <b>873.00</b>            |

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Class A includes all clerical office *employees*. Class B includes proprietors, partners, owners and officers active in the business and all other *employees* whose duties involve driving automobiles or who are furnished with an automobile. Class C includes all other *employees*. The payroll is determined by including all class B personnel at the fixed amount of \$2,000 annually and all class A and C personnel at their actual wage, including commissions, bonuses and overtime wages, but subject to an average weekly

maximum of \$100 per *employee*.

Part-time *employees* working an average of 20 hours or more a week for the number of weeks worked are subject to an average weekly maximum of \$100 per *employee*.

Part-time *employees* working an average of less than 20 hours a week for the number of weeks worked are subject to an average weekly maximum of \$50 per *employee*.

## Item Five

**GARAGEKEEPERS' COVERAGE - COVERAGES AND PREMIUMS**

| Location Number                         | Coverage                 | Limit of Insurance<br>(For Each Location)  | Premium            |
|---|--------------------------|--|--------------------|
| 001                                     | Specified Causes of Loss | \$150,000 minus \$1,000 deductible for each customer's <i>auto</i> for loss caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such loss in any one event. | \$ 565.00          |
| 001                                     | Collision                | \$150,000 minus \$1,000 deductible for each customer's <i>auto</i> .   | 591.00             |
| 002                                     | Specified Causes of Loss | \$150,000 minus \$1,000 deductible for each customer's <i>auto</i> for loss caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such loss in any one event. | Included           |
| 002                                     | Collision                | \$150,000 minus \$1,000 deductible for each customer's <i>auto</i> .   | Included           |
| 003                                     | Specified Causes of Loss | \$50,000 minus \$1,000 deductible for each customer's <i>auto</i> for loss caused by theft or mischief or vandalism subject to \$5,000 maximum deductible for all such loss in any one event.  | Included           |
| 003                                     | Collision                | \$50,000 minus \$1,000 deductible for each customer's <i>auto</i> .  | Included           |
| <b>Estimated Garagekeepers' Premium</b> |                          |  | <b>\$ 1,156.00</b> |

## Item Six

**LIABILITY COVERAGE FOR YOUR CUSTOMERS**

In accordance with paragraph a(2)(d) of Who is an Insured under Section II - Liability Coverage, liability coverage for your customers is limited in the following locations: 001, 002.

**ADDITIONAL NAMED INSURED**

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC  
CAR CREDIT CITY LLC  
CAR SERVICE CITY LLC  
NACIONAL NAME HOLDING LLC

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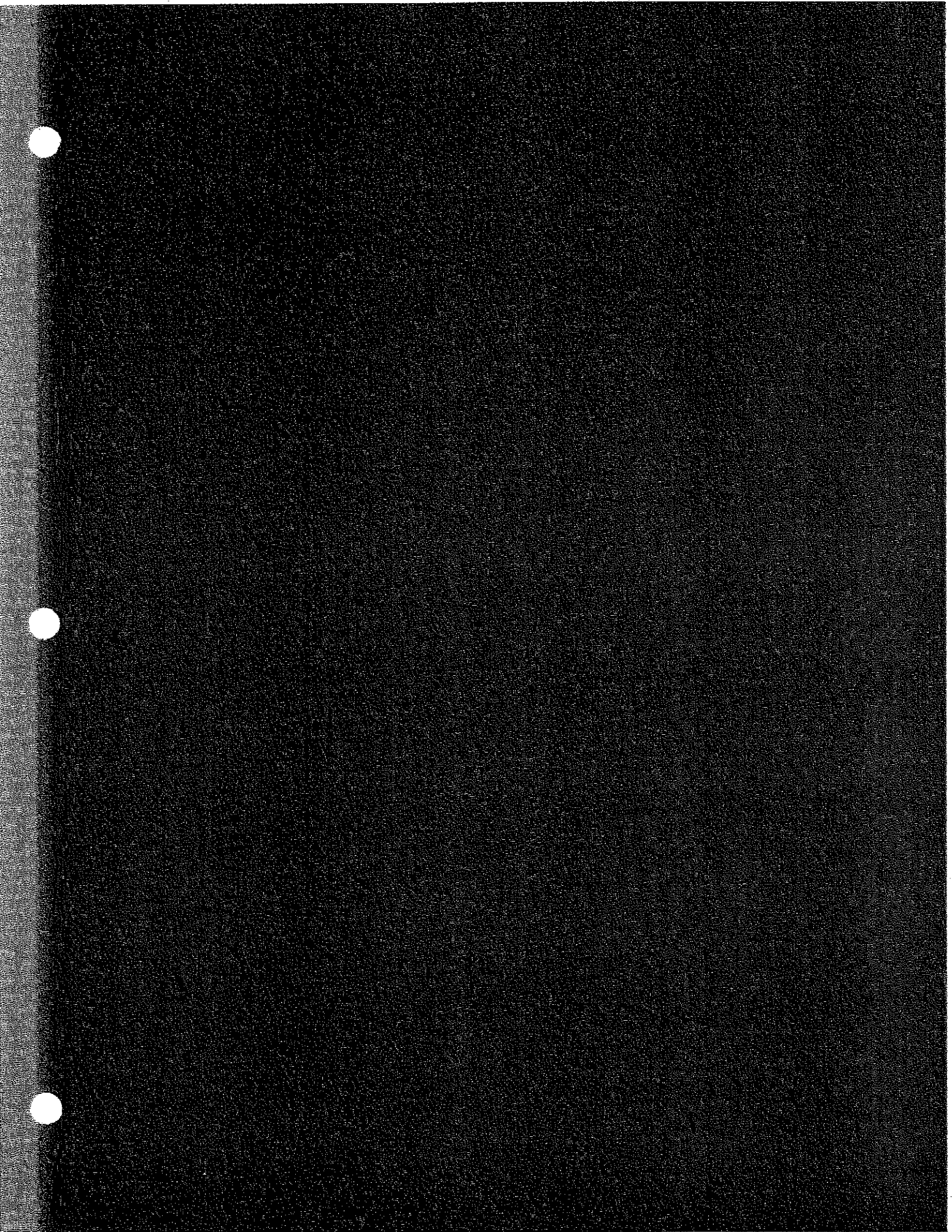
Policy Number: L40293

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GENERAL CREDIT ACCEPTANCE COMPANY LLC  
HAP PROPERTIES LLC  
CAR CREDIT ACCEPTANCE COMPANY LLC  
SCRR PROPERTY LLC  
FS PROPERTIES LLC

**FIRST NAMED INSURED IS:**

LIMITED LIABILITY COMPANY





## COMMERCIAL UMBRELLA COVERAGE PART

### Renewal Declarations

First Named Insured and Address:

MILLENNIUM FINANCIAL HOLDINGS  
LLC  
PO BOX 730  
BRIDGETON MO 63044

Agency Name and Number:

THE DELP COMPANY  
6700-AE

Policy Number: L40293

Policy Period: Effective Date: 05-17-07

Expiration Date: 05-17-08

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

### COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

| Form Number                              | Form Title  | Premium         |
|--|---|-----------------|
| CU-7008 (11-05)                          | Asbestos Exclusion .....  | \$              |
| CU-7010 (03-03)                          | Nuclear Energy Liability Exclusion Endorsement .....                        |                 |
| CU-7072 (01-07)                          | Conditional Exclusion of Terrorism (Relating to Disposition of Fed. Act) .. |                 |
| CU-7054 (03-03)                          | Fungi or Bacteria Exclusion .....   |                 |
| CU-7037 (05-05)                          | Commercial Excess Liability Coverage Form .....                             |                 |
| CU-7067 (03-03)                          | War Liability Exclusion .....   |                 |
| CU-7069 (04-05)                          | Missouri Amendatory Endorsement .....                                       |                 |
| CU-7038 (06-06)                          | Illinois Amendatory Endorsement .....                                       |                 |
| IL-0985R (01-06)                         | Disclosure Pursuant to Terrorism Risk Insurance Act of 2002 .....           |                 |
| CU-7062 (03-03)                          | Limited Terrorism Exclusion (Other than Cert Acts); Cap on Losses .....     | 71.00           |
| CU-7066 (03-03)                          | Exclusion of Punitive Damages Related to a Certified Act of Terrorism ...   |                 |
| IL-0990R (01-06)                         | Missouri - Disclosure Pursuant to Terrorism Risk Insurance Act of 2002 ..   |                 |
| <b>Advance Endorsement Premium .....</b> |   | <b>\$ 71.00</b> |

### PREMIUM SUMMARY

|                                    |                    |
|------------------------------------|--------------------|
| Advance Premium .....              | \$ 7,093.00        |
| Advance Endorsement Premium .....  | 71.00              |
| <b>Total Advance Premium .....</b> | <b>\$ 7,164.00</b> |



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Policy Number: L40293  
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**ADDITIONAL NAMED INSURED**

WHO IS AN INSURED includes the following Additional Named Insureds:

BN PROPERTIES LLC  
CAR CREDIT CITY LLC  
CAR SERVICE CITY LLC  
NATIONAL NAME HOLDING LLC  
GENERAL CREDIT ACCEPTANCE COMPANY LLC  
HAP PROPERTIES LLC  
CAR CREDIT ACCEPTANCE COMPANY LLC  
SCRR PROPERTY LLC

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Policy Number: L40293  
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**LIMITS OF INSURANCE**

|   |               |
|---|---------------|
| General Aggregate .....                       | \$ 10,000,000 |
| Products-Completed Operations Aggregate ..... | 10,000,000    |
| Each Occurrence .....                         | 10,000,000    |

**PREMIUM COMPUTATION**

|                                 |             |
|---------------------------------|-------------|
| Not Subject to Audit            |             |
| Estimated Advance Premium ..... | \$ 7,093.00 |

**SCHEDULE OF UNDERLYING INSURANCE - GARAGE LIABILITY**

Policy Number: GA-L40293  
Name of Insurer: ACUIITY, A Mutual Insurance Company  
Policy Period: 05-17-07 To 05-17-08

**Limits or Amounts of Insurance****Covered Autos**

|   |            |
|---|------------|
| Bodily Injury and Property Damage Combined Single Limit (Each Accident) ..... | \$ 500,000 |
|---|------------|

**Other Than Covered Autos**

|   |            |
|---|------------|
| Bodily Injury and Property Damage Combined Single Limit (Each Accident) .....   | \$ 500,000 |
| Bodily Injury and Property Damage Combined Single Limit (Aggregate Limit) ..... | 1,500,000  |

## COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This policy contains both a Products-Completed Operations Aggregate Limit and a General Aggregate Limit of Insurance. These are described in Section II - Limit of Insurance.

Other provisions in this policy restrict coverage. Read the entire policy and any *underlying insurance* carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under any *underlying insurance*.

The words "we," "us" and "our" refer to the Company providing this insurance.

The words "this insurance" mean the liability insurance provided under this policy.

The word "insured" means any person or organization qualifying as such under any *underlying insurance*.

Other words and phrases that appear in italics have special meaning. Refer to Section IV - Definitions of this policy.

### SECTION I - COVERAGES

#### 1. Insuring Agreement

- a. We will pay those sums, in excess of the amount payable under the terms of any *underlying insurance*, that the insured becomes legally obligated to pay as damages because of *injury* or damage to which this insurance applies, provided that the *underlying insurance* also applies, or would apply but for the exhaustion of its applicable Limits of Insurance.

We will also pay those sums that the insured becomes legally obligated to pay as damages because of *injury* or damage to which the insurance provided under the Coverage Extension applies as set forth in paragraph 4 below.

- b. We have the right to participate in the investigation or settlement of claims or the defense of the insured against suits seeking damages because of *injury* or damage to which this insurance may apply. We have a duty to investigate or settle such claims or to defend the insured against such suits when the applicable Limit of Insurance of the *underlying insurance* has been used up by payment of judgments, settlements and any cost or expense subject to such limit.

We will have the right and duty to participate in the investigation and settlement of claims or the defense of the insured against suits seeking damages because of *injury* or damage to which the insurance provided under the Coverage Extension may apply.

This right or duty to defend is limited as set forth in paragraph 3 below.

However, we will have no duty to defend the insured against any suit seeking damages for *injury* or damage to which this insurance does not apply.

- c. The amount we will pay for damages is limited as described in Section II - Limit of Insurance.

- d. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the *underlying insurance*, except:

- (1) We have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
- (2) With respect to any provisions to the contrary contained in this insurance.

#### 2. Exclusions

The exclusions that apply to the *underlying insurance* apply to this insurance. Also, this insurance does not apply to damages because of:

- a. *Injury* or damage to premises rented to you or temporarily occupied by you with permission of the owner.
- b. Any duty to pay expenses under any medical payments coverage.
- c. Any duty to reimburse an insurer as provided by the terms of the Endorsement For Motor Carrier Policies of Insurance For Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980 or under the terms of any similar endorsement required by Federal or state statute.
- d. Any duty payable only because of the attachment of the Endorsement For Motor Carrier Policies of Insurance For Public Liability or any similar endorsement required by Federal or state statute.
- e. Any duty imposed by law under any automobile no-fault, uninsured motorist, underinsured motorist, workers' compensation, disability benefits or unemployment compensation law or any similar law.
- f. Any duty imposed by law under the following:
  - (1) Section 130, Civil Liability, of Title I (Truth in Lending Act) of the Consumer Credit Protection Act (Public Law

90-321; 82 Stat. 146 et. seq.);

- (2) Title IV (Odometer Requirements) of the Motor Vehicle Information and Cost Savings Act (Public Law 92-513; 86 Stat. 961); or
  - (3) Employee's Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.
- g. *Injury* or damage to personal property in the care, custody or control of the insured.
- This exclusion does not apply to liability assumed under a sidetrack agreement.
- h. *Injury* or damage sustained by an employee, former employee, prospective employee or their beneficiaries or legal representatives and caused by any negligent act, error or omission of the insured, or any other person for whose acts the insured is legally liable, in the administration of any employee benefit program. Administration includes giving counsel to employees, interpreting, handling of employee records, and effecting enrollment, termination or cancellation of employees.
- i. Any obligation to pay any claim or claims made against you or any of your officers, directors or trustees, individually or collectively, by reason of a wrongful act in their respective capacities as officers, directors or trustees.
- As used in this exclusion, "wrongful act" means any actual or alleged error, misstatement or misleading statement, act or omission, or neglect or breach of duty made or committed by your directors, officers or trustees.
- j. Any obligation arising out of an act, error or omission of an insured:

- (1) While performing the duties of an insurance agent in your garage operations; or
- (2) In your garage operations as a result of title paper preparation.

As used in this exclusion:

- (1) "Insurance agent" means a person or organization who is duly licensed as an insurance agent by the regulatory authority of the state in which the insured's principal place of business is located.
- (2) "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. Garage operations includes the ownership, maintenance or use of the autos indicated in Section I of the Garage Coverage Form as cov-

ered autos. Garage operations also includes all operations necessary or incidental to a garage business.

- (3) "Title paper preparation" means the preparation of official title papers for registering an auto sold by you. This includes the designation of a lienholder who holds a financial interest in the auto.
  - (4) "Auto" means a land motor vehicle, trailer or semitrailer.
- k. Any obligation imposed due to the application of any statute permitting a customer to return an auto sold by an insured, if the auto fails to perform satisfactorily.
- As used in this exclusion, "auto" means a land motor vehicle, trailer or semitrailer.
- l. *Injury* or damage your customer becomes legally obligated to pay which arise out of the use of your covered auto. This exclusion applies only if your business is shown in the Declarations of the *underlying insurance* as an auto dealership.

However, if your customer becomes legally obligated to pay for *injury* or damage which arise out of their use of your covered auto and if there is:

- (1) No other valid and collectible insurance (whether primary, excess or contingent) available to your customer, we will pay up to the compulsory or financial responsibility law limits where the covered auto is principally garaged.
- (2) Other valid and collectible insurance (whether primary, excess or contingent) available to the customer but it is less than the compulsory or financial responsibility law limits where the covered auto is principally garaged, we will pay only for the amount by which the compulsory or financial responsibility law limits exceed the limits of the other insurance.

### 3. Investigation or Settlement of Claims or Defense of Insured Against Suits

- a. When we have the duty to defend, we will pay for all *defense expense* once our duty to defend begins. We may investigate any claim or suit.

If we exercise our right to defend when there is no duty, we will pay only that *defense expense* we incur.

If we provide a defense, we may investigate any claim or suit at our discretion. We may settle such claim or suit within the Limit of Insurance available at the time of the settlement.

- b. Our right or duty to defend ends when we

have used up the Limits of Insurance available in the payment of any judgments or settlements as provided under Section II - Limit of Insurance. This applies both to claims and suits pending at the time and those filed thereafter.

- c. When we control the investigation or settlement of a claim or the defense of the insured against a suit, we will pay for the *defense expense*. If by mutual agreement or court order the insured assumes control before the applicable Limit of Insurance available is used up, we will reimburse the insured for reasonable *defense expense*.
- d. As soon as the Limit of Insurance available is used up, you will then arrange to assume control of the investigation or settlement of all such claims or the defense of you or any other insured against such suits when our right or duty to investigate, settle or defend them ends.
- e. We will assist the insured in the transfer of control of the investigation or settlement of claims or the defense of the insured against suits under c or d above. Until such transfer is completed, we will take on behalf of any insured those steps that we think proper:
  - (1) To avoid a default in any claim or suit; or
  - (2) To the continued investigation or settle-

ment of a claim or defense of the insured against a suit.

You agree that if we take such steps:

- (1) We do not waive or give up any of our rights under this insurance; and
  - (2) You will reimburse us for any *defense expense* that arises out of such steps if the applicable Limit of Insurance available has been used up.
- f. Any payment for *defense expense* will not reduce the Limits of Insurance.

#### 4. Coverage Extension

- a. The terms of this policy are extended as follows:

If *underlying insurance* provides coverage for the use of watercraft you do not own, in addition to watercraft ashore on premises you own or rent, the coverage provided by this policy is extended to cover any watercraft you do not own that is:

- (1) Less than 75 feet long; and
- (2) Not being used to carry persons or property for a charge;

even if these nonowned watercraft are not insured in the *underlying insurance*.

- b. We will only pay for damages up to the limits of insurance.

### SECTION II - LIMIT OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below define the most we will pay under the terms of this insurance regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought;
  - c. Persons or organizations making claims or bringing suits.
- 2. The General Aggregate Limit is the most we will pay for all damages under Section I - Coverages, other than damages arising out of:
  - a. The *products-completed operations hazard*; or
  - b. The ownership, operation, maintenance, use, loading or unloading, or entrustment to others, of an auto.

The General Aggregate Limit applies separately to:

- a. Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and

- b. Each of your projects away from a location owned by or rented to you.

Each payment we make for such damages reduces by the amount of the payment, the General Aggregate Limit. This reduced limit will then be the Limit of Insurance available for further damages of these kinds.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Section I - Coverages because of damages arising out of the *products-completed operations hazard*. Each payment we make for such damages reduces, by the amount of the payment, the Products-Completed Operations Aggregate Limit. This reduced limit will then be the Limit of Insurance available for further damages of these kinds.
- 4. Subject to 2 and 3 above, or with respect to *injury* or damage arising out of the ownership, operation, maintenance, use, loading or unloading, or entrustment to others of an auto, the Each Occurrence Limit is the most we will pay for the sum of damages under Section I - Coverages because of all *injury* and damage arising out of any one *occurrence*.
- 5. The limits of this policy apply separately to



each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an addi-

tional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

### SECTION III - CONDITIONS

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the Conditions contained in this policy and those contained in any *underlying insurance*.

If any of the following conditions are contrary to Conditions contained in the *underlying insurance*, the provisions contained in this policy apply.

#### 1. Appeals

In the event the *underlying insurer* elects not to appeal a judgment in excess of the limits of the *underlying insurance*, we may elect to make such appeal. If we so elect, we shall be liable, in addition to the applicable Limit of Insurance for all defense expenses we incur.

#### 2. Bankruptcy of Underlying Insurer

In the event of bankruptcy or insolvency of any *underlying insurer*, this policy shall not replace such *underlying insurance*. This policy applies as if the *underlying insurance* was valid and collectible.

#### 3. Duties in the Event of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an *occurrence* or offense which may result in a claim. To the extent possible notice should include:

- (1) How, when and where the *occurrence* or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any *injury* or damage arising out of the *occurrence* or offense.

b. If a claim or suit is received by any insured you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a suit;
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or the defense of the insured against the suit;

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of *injury* or damage to which this insurance may also apply; and

(5) Notify us immediately of any judgment or settlement of any claim or suit brought against any insured.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 4. Maintenance of Underlying Insurance

a. You agree to maintain the *underlying insurance* in full force and effect during the term of this policy. You agree to inform us within 10 days of any replacement of that *underlying insurance* by the same or another company. If there is any change in the replacement *underlying policy* in hazard, policy limits or coverage, including any terms, conditions and endorsements, we will only be liable under this insurance to the same extent as if there had been no change in, or replacement of, *underlying insurance*.

b. In the event that any *underlying insurance* is cancelled or not renewed and not replaced, you must notify us within 10 days. We will not be liable under this insurance for more than we would have been liable if that *underlying insurance* had not terminated if you do not request cancellation of this policy effective the same date that the *underlying insurance* was cancelled.

c. Reduction or exhaustion of the aggregate limit of any *underlying insurance* by payments for judgments or settlements will not be a failure to maintain *underlying insurance* in full force and effect.

d. No statement contained in this Condition limits our right to cancel or not renew this policy.

#### 5. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, ex-

cess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

#### 6. Policy Period

This insurance will respond to *injury* or damage

that occurs, or arises from an offense committed, during the policy period of this insurance shown in the Declarations.

### SECTION IV - DEFINITIONS

1. "Aggregate limit" means the maximum amount stated in the policy for which the insurer will be liable, regardless of the number of covered claims.

2. "Defense expense" means payments allocated to the investigation or settlement of a specific claim or the defense of the insured against a specific suit, including:

- a. Attorney fees and all other litigation expenses.
- b. The cost of bonds to appeal a judgment or award in our defense of the insured against any suit.
- c. Up to \$250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which bodily injury liability coverage provided by *underlying insurance* applies.
- d. The cost of bonds to release attachments. This is only for bond amounts within the Limit of Insurance available.
- e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or settlement of the claim or the defense of the insured against the suit. This includes actual loss of earnings up to \$100 a day because of time off from work.
- f. Cost taxed against the insured in the suit.
- g. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of Section II - Limits of Insurance.

*Defense expense* does not include:

- a. Salaries and expenses of our employees or the insured's employees, other than:
    - (1) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim or suit; and
    - (2) The expenses described in e above.
  - b. Fees and expenses of independent adjusters we hire.
3. "Injury" means bodily injury, property damage, personal injury or advertising injury as defined in the *underlying insurance*.
4. "Occurrence" means:

a. With respect to bodily injury to persons other than your employees and property damage, an accident, including continuous or repeated exposure to substantially the same general harmful conditions;

b. With respect to bodily injury to your employees arising out of and in the course of their employment by you, the accident or disease which causes the bodily injury; and

c. With respect to offenses committed by the insured resulting in personal injury or advertising injury, all such injury sustained by any one person or organization.

5. "Occurrence limit" means any specific limit, other than an *aggregate limit*, applicable to any *underlying insurance*, regardless of whether such limit is subject to an *aggregate limit* in the *underlying policy*.

6. "Products-completed operations hazard":

a. Includes all *injury* occurring away from premises you own or rent and arising out of *your product* or *your work* except:

- (1) Personal injury or advertising injury as defined in the *underlying insurance*;
- (2) Products that are still in your physical possession; or
- (3) Work that has not yet been completed or abandoned. However, *your work* will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed;
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include *injury* arising out of:

- (1) The transportation of property, unless

the *injury* or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment, or abandoned or unused materials; or
  - (3) Products or operations for which the classification in the General Liability *underlying policy* or in our General Liability manual or rules includes products or completed operations.
7. "*Underlying insurance*" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance in the Declarations, for the limits and periods indicated. It includes any policies issued to replace those policies during the term of this insurance, provided that you have notified us within 10 days of the replacement, and the replacement policies provide:
- a. At least the same policy limits;
  - b. The same hazards insured against, except as modified by general program revisions; and
  - c. The same coverage, including all terms, conditions and endorsements.
8. "*Underlying insurer*" means any insurer who issues a policy of *underlying insurance*.
9. "*Underlying policy*" means a policy providing *underlying insurance*.
10. "*Your product*" means:
- a. Any goods or products other than real prop-

erty, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

*Your product* includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of *your product*; and
- b. The providing of or failure to provide warnings or instructions.

*Your product* does not include vending machines or other property rented to or located for the use of others but not sold.

11. "*Your work*" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

*Your work* includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of *your work*; and
- b. The providing of or failure to provide warnings or instructions.

**CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION  
OF FEDERAL TERRORISM RISK INSURANCE ACT)**

CU-7072(1-07)

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses *certified acts of terrorism and/or other acts of terrorism*, but only with respect to an incident(s) of terrorism (however defined) which results in injury or dam-

age that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses *certified acts of terrorism and/or other acts of terrorism*, will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are shown in *italics*:

1. "*Terrorism*" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "*Any injury or damage*" means any injury or damage covered under any Coverage Form